

## ADDENDUM TO THE SOLICITATION

### ***Section 52.219-28: Post-Award Small Business Program Rerepresentation.***

As prescribed in [19.308](#)(d), insert the following clause:

#### **Post-Award Small Business Program Rerepresentation (Apr 2009)**

(a) *Definitions.* As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System

(NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. *[Contractor to sign and date and insert authorized signer's name and title].*

(End of clause)

**K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)**

The Offeror represents that it is ☐ is not ☐ a current [8\(a\) Business Development Program](#) participant, and that it wishes to be designated as such on the FAS Schedules E-Library and GSA *Advantage!*™ as well as the Federal Procurement Data System (FPDS).

CONTRACTOR NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996) (Deviation)**

(a) **Time of Delivery (for supplies)**. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the

“Time of Delivery (days ARO)” column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the “stated” delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

Items or Group of Items (Special Item No. or nomenclature)	Government's Stated Delivery Time (Days ARO)	Contractor's Normal Commercial Delivery Time
All SINS except as noted	As accepted	As proposed

(b) **Time of Delivery (for services)**. The contractor shall deliver or perform services in accordance with the terms negotiated in the agency's order. The contractor shall not propose in excess of his standard commercial delivery or performance times to agencies without giving notice to the Ordering Officer of his intent to do so.

(c) **Expedited Delivery Times**. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

**ITEM OR GROUP OF ITEMS (special  
(Special Item No. of nomenclature)**

**Expedited delivery time  
(Hours/Days ARO)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) **Overnight and 2-Day Delivery Times**. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FAS price list details concerning this service.

**552.216-72 PLACEMENT OF ORDERS (AUG 2010) (ALTERNATE I – AUG 2010) [516.506\(a\)](#)**

(a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.

- (1) Executive agencies.
- (2) Other Federal Agencies.
- (3) Mixed-ownership Government corporations.
- (4) The District of Columbia.

- (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
- (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.

(b) All orders shall be placed by Electronic Data Interchange (EDI) using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, transmission will be computer to computer EDI. If computer to computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission.

(d) When computer to computer EDI procedures will be used to place orders, the Contractor shall enter into a Trading Partner Agreement (TPA) with FAS in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration  
Office of the Chief Information Officer (QI),  
2100 Crystal Drive,  
Arlington, VA 22202

Telephone: (703) 6059444

**FBG-I-FSS-0001 REVISED INDUSTRIAL FUNDING FEE FOR TRAVEL AGENT SERVICES (MAR 2004) [THIS CLAUSE IS ONLY APPLICABLE TO SIN 599-2, TRAVEL AGENT SERVICES/TRAVEL MANAGEMENT CENTER SERVICES]**

Per clause [552.238-74](#), Industrial Funding Fee and Sales Reporting, the revised IFF for travel agent services is \$1.50 per transaction. A proposal based on other than a per transaction model (e.g.,

management fee) must be converted to a per transaction model for IFF purposes. The Contractor must report the quarterly number of transactions via the Vendor Support Center at [www.vsc.gsa.gov](http://www.vsc.gsa.gov). If there are no transactions for the report period, the Contractor must still report zero transactions.

#### **I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (SEP 1999)**

(a) In accordance with [FAR 8.404](#), before placing an order that exceeds the maximum order threshold, ordering offices shall—

- (1) Review additional schedule Contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the schedule Contractor that provides the best value and results in the lowest overall cost alternative (see [FAR 8.404](#) (a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

(b) Vendors may:

- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR [52.216-19](#) Order Limitations.)
- (2) offer the lowest price available under the contract; or
- (3) decline the order (orders must be returned in accordance with FAR [52.216-19](#)).

(c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with [FAR 8.404](#). The order will be placed under the contract.

(d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR [552.238-74](#).

#### **FBG-I-FSS-0002 ORDERING PROCEDURES (JAN 2003)**

For products and services that don't require a statement of work as noted herein, ordering agencies will follow the ordering procedures as set forth in [FAR 8.4](#). For services that require a statement of work as noted herein, ordering agencies will follow the ordering procedures set forth at the [GSA Schedules](#) website ([www.gsa.gov/schedules](http://www.gsa.gov/schedules)).

#### **TERMINATION OF TASK ORDERS**

Any ordering office may, in respect to any one or more task orders placed by it under the contract, exercise the same right of termination as described in FAR clause [52.212-4](#), subparagraph l) Termination for the Government's convenience, and subparagraph m) Termination for Cause.

#### **CONDUCT OF CONTRACTOR PERSONNEL**

All Contractor personnel providing services under a task order pursuant to this solicitation must conduct themselves so that their dealings and actions in performance of the task order are above

reproach in every respect. Accordingly, Contractor personnel must not allow themselves to be put in a situation where a conflict of interest may arise or justifiably might be suspected by reason of accepting entertainment, gifts, or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved. Further, Contractor personnel shall be cautious of acceptance of outside employment or other outside activity if that employment would give rise to a real or apparent conflict of interest situation.